

## Personal Information

This Privacy Statement explains our practices, including your choices, regarding the collection, use, and disclosure of certain information, including your personal information.

Title: <input type="radio"/> Mr <input type="radio"/> Mrs <input type="radio"/> Ms <input type="radio"/> Miss		First Name:		Last Name:	
Unit Number:	Street Address:		Suburb:	State:	Postcode:
Phone Number: <input type="radio"/> Mobile <input type="radio"/> Home <input type="radio"/> Work			Email Address:		

Would you like to add another person and/or number to your account? ☐ Yes ☐ No

Full Name:	Phone Number: <input type="radio"/> Mobile <input type="radio"/> Home <input type="radio"/> Work
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## Select a Plan: No Lock-In Contracts

<b>Home Connect 25</b> 25Mbps/5Mbps <b>Unlimited Data</b> <b>now \$65</b> inc GST/Mth + \$110 inc GST/Once off Activation fee (minimum charge in the first month \$175 calculated as \$65/Mth + \$110 once off activation fee) <input type="radio"/> Selected Plan	<b>Home Connect 50</b> 50Mbps/20Mbps <b>Unlimited Data</b> <b>now \$75</b> inc GST/Mth + \$110 inc GST/Once off Activation fee (minimum charge in the first month \$185 calculated as \$75/Mth + \$110 once off activation fee) <input type="radio"/> Selected Plan	<b>Home Connect 100</b> 100Mbps/40Mbps <b>Unlimited Data</b> <b>now \$85</b> inc GST/Mth + \$110 inc GST/Once off Activation fee (minimum charge in the first month \$195 calculated as \$85/Mth + \$110 once off activation fee) <input type="radio"/> Selected Plan	<b>Home Connect 250</b> 250Mbps/100Mbps <b>Unlimited Data</b> <b>now \$165</b> inc GST/Mth + \$110 inc GST/Once off Activation fee (minimum charge in the first month \$195 calculated as \$85/Mth + \$110 once off activation fee) <input type="radio"/> Selected Plan
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## LBNCo New Development Charge

### Important

An additional once off \$300 LBNCo New Installation Charge will apply if the premises you are applying for the service at has never been connected to the LBNCo high speed Internet service before.

## Select Hardware

### Buy AmpliFi Wi-Fi Router

AmpliFi is the ultimate 802.11ac Wi-Fi router bringing you ubiquitous Wi-Fi coverage to your home. AmpliFi has perfected user experience with a mobile app that allows you to configure your router in seconds, view performance statistics, view connected devices, get throughput readings and run speed tests. Additional family features allow you to configure parental controls defined by user profiles and assign quiet time to family profiles to limit internet access during late-night hours.

- ☐ Selected Hardware Option **\$270** inc GST & standard delivery
- ☐ Upgrade to Express delivery: **\$15** inc GST (within 48hrs) SYD Metro only.



**Simple Setup:** Download the app and set up your router in seconds.



**Know Your Network:** Easy guest access lets you keep track of who's on your network and how much data they're using.



**Stay Secure:** Keep track of all of your network security with constant reporting.



**Fast Diagnosis:** If there's ever a network problem you can figure it out in your app.

### I have my own LBNCo compatible modem/router.

\*Your router must have an ethernet WAN port

- ☐ Selected Hardware Option

## Service Delivery Date

Please elect the date you would like to commence the use of your new service.

Day/Month/Year:

/ /

## Payment Details

Please enter your payment details below:

**Authorization pertaining to Cycle billing and initial charges as set out in this agreement:** By completing this form, I hereby authorize Alpha Dot Net Australia PTY LTD (trading as Alpha), to charge the indicated credit card for fees associated with services provided and agreed in this form, including, if necessary, adjustments for any changes to my account. I agree that the monthly charge will be applied to my credit card according to this agreement, and in order to cancel the recurring billing process, I am required to contact Alpha 30days in advance to either cancel the associated Alpha account, or arrange for an alternative method of payment. I agree that if I have any problems or questions regarding my account or any services provided by Alpha, I will contact Alpha for assistance using the contact information on the invoice. I also agree that I will not dispute any charges with my credit card company without first making a good faith effort to remedy the situation directly with Alpha. I guarantee and warrant that I am the legal card-holder for this credit card and that I am legally authorized to enter into this recurring credit card billing agreement with Alpha. The amount charged may represent scheduled or periodic charges for one or more of the below payments (effective as of the date signed): (a) Initial purchase, implementation, and other non-recurring charges as agreed in this form (b) Regular monthly recurring charges as agreed in this form (c) Monthly recurring variable charges (d) Pro-rated charges.

Visa/Mastercard Direct Debit

Card Holder Name:

Expiry (Month/Year):

/

CCV:

Card Number:

□ □ □ □ - □ □ □ □ - □ □ □ □ - □ □ □ □

Please sign (accepting Terms & Conditions)

Signature:

## Terms & Conditions

**Definitions:****Acceptable use policy** means the terms and conditions governing the use of the services of Alpha Australia Pty Ltd (ABN 50 074 289 151).

**Access Period** means an agreed renewable period of time paid for in advance.

**Application for service** means Customer's application setting out the description of the service required by the Customers.

**Agreement** means the Agreement between Alpha Australia Pty Ltd as provider and the Customer as end user of our Services.

**Carrier** means a carrier as defined in the Telecommunications Act 1997.

**Charges** means all money payable by the Customer to Alpha Australia Pty Ltd for services provided.

**Confidential Information** includes information and all other knowledge with respect to Alpha Australia Pty Ltd, its products, services and the terms of this agreement (including prices and charges), or information considered by us as confidential regardless of its form, or which by its nature is considered confidential, but excludes information that is in the public domain.

**Customer means** the person or corporation applying to us and accepted by us as user of our services.

**Customer Premises** means the premises to which our services are to be connected for the use of the Customer.

**GST** means the goods and services tax levied or imposed by the Commonwealth of Australia under A New Tax System (Goods and Services Tax) Act 1999.

**Minimum Period** means the minimum term of this Agreement specified in the Application for Service or in the relevant price list.

**Rate Card** means the list of fees for standard services as posted on our website.

**Service Access Line** means the dedicated access line between our premises and the Customer Premises or between two or more Customer Premises as approved by us for use in connection with our services.

**Service** means services supplied by Alpha Australia Pty Ltd to Customers including the installation, supply and maintenance of those services and associated equipment.

**We** means Alpha Australia Pty Ltd (ABN 50 074 289 151) and the words Alpha, us and our have the corresponding meaning referring to Alpha Australia Pty Ltd (ABN 50 074 289 151)

### Access Period

1.1 You agree to subscribe to our services for either a Fixed Term as specified in the Service Agreement or a Monthly Term.

1.2 We shall provide the Service to the Customer from the commencement date for the duration of the access period.

1.3 On expiry of the Term the services may be renewed for subsequent Terms of similar duration to the Initial Term (subject to approval) or carrying over on a monthly basis. We will provide these continuing services on the terms and conditions set out in this Agreement.

1.4 Renewal of this agreement for a subsequent period may involve an adjustment to the charges as a condition of Alpha providing its consent to renewal.

### Provision of Services

2.1 We shall provide the services on a continuous basis and shall inform the Customer if the service is unavailable for access due to maintenance or any other factor.

2.2 We shall provide the client with all identification and login information required for connection to the service.

2.3 Alpha will provide a help desk: The help desk can be contacted by telephone on 02 9211 7782, at the times published on our website;

2.3.1 The help desk can be contacted by email at support@alpha.net.au;

2.3.2 The help desk support is limited to assisting you to gain or regain access to services supplied by Alpha;

2.3.3 The help desk excludes support for applications installed on your computer including, but not limited to, virus protection and firewall software.

2.4 We shall use reasonable efforts to rectify any problems as soon as possible.

2.5 If you report a fault and we find there is no fault or the fault was not caused by us, we may charge you for any work we have done to try to find the fault or repair it in accordance with the rates set out in the Alpha Rate Card.

2.6 We have the right, without liability, to suspend the provision of the Services to the customer, if:

2.6.1 The customer is in default of any payment or obligation under this Agreement;

2.6.2 We are required to perform maintenance or other service work in connection with the Service Access Line or its network or systems;

2.6.3 We are required to comply with any requirement of any government or semi-government organization or in any emergency.

2.7 Our Service is provided without warranty that it is continuous or fault-free. Subject to the Law and this Agreement we shall not be held liable for any loss or disappointment you may suffer as a result of any faults or interruptions to our Service.

2.8 Our liability for failure to supply the services under this agreement is limited to re-supplying or paying for the re-supply of the services or materials at our discretion.

2.9 We shall not be liable for any consequential loss or damage of any nature that the Customer might suffer in the use of services, however caused.

### Use of Services

3.1 Throughout the access period, the Customer shall comply with the provisions of these Terms and Conditions, our Acceptable Use Policy and our Service Level and Mutual Obligations Policy.

3.2 The Customer acknowledges that we do not in any way supervise, edit or control the content or form of any information or data accessed through the service and that we shall not be held responsible in any way for any content or information accessed via the Service.

3.3 We disclaim any or all liability for any material on the Internet that the Customer finds offensive, upsetting, defamatory, and personally offensive and in any way unsuitable for people under the age of eighteen (18) years.

3.4 The Customer is responsible for preparing and maintaining sufficient back up of his electronic information, files and data storage capacity including electronic messages.

3.5 The Customer is responsible for maintaining the secrecy and confidentiality of all access information required by the Customer to access our services, and you agree not to disclose to any other person, corporation, entity or organization any access information, whether in use or not.

3.6 The Customer must notify us immediately if their username and password are lost, or the Customer thinks someone else is using them. The Customer will be liable for all fees resulting from use of our services accessed through their access information, whether authorized by them or not.

3.7 The Customer agrees to keep confidential any confidential information acquired from us under this Agreement or in the use of our services.

3.8 Training in the use of our services is not included in our rates, but it can be provided for an additional fee.

## **Charges**

- 4.1 Unless otherwise stated, charges include all money payable by the Customer for installation and supply of our service, monthly or other periodic service and usage fees, excess usage fees (not applicable to unlimited connections) and costs of supply of equipment to the Customer.
- 4.2 The Customer must pay all charges in advance of connection or renewal of the access period.
- 4.3 Service fee includes:
- 4.3.1 During the minimum period, the price or relevant tariff plan specified in the application for service;
- 4.3.2 After the minimum period, at our then current published rates for the service.
- 4.4 The Customer is liable for all fees resulting from use of the service accessed through the Customer's identification or login information, whether or not authorized by the Customer. An invoice served by us shall be deemed to be correct and prima facie evidence of all connection, access, usage and other fees contained therein.
- 4.5 A charge may apply for posted invoices, accounts not paid by direct payment, if you request a change to your account or if you ask for historical account information. We will inform you of the charge prior to it being applied.
- 4.6 The Customer must pay all fees and charges within 14 days of the date of invoice. Failure to do so will result in your services being disabled.
- 4.7 A reestablishment fee equal to the original establishment fees will be charged to re-enable the required services.
- 4.8 Copies of mail, logs, data, backups and code source will not be provided if the services are disabled.
- 4.9 If you have failed to pay to Alpha an amount which is due, following appropriate notice, we may refer the debt to a third party collections agent for the purpose of collection activity. You must pay all costs, charges and expenses that we may incur in relation to our attempts to recover all debts due by you to us, including accounting, mercantile agents costs and interest.
- 4.10 We may withdraw any discounts that you receive from us in connection with the supply of the services if you fail to pay our invoice by the due date.
- 4.11 All charges include GST levied or imposed by the Australian Government at the rate current at the date of the Agreement. If the GST rate is changed by the Law, or other consumer taxes are imposed on the supply of the services by the Law, the parties agree that the price in this agreement shall be adjusted to reflect the changes according to the Law.
- 4.12 You are responsible for ensuring there is sufficient funds/credit available in your nominated credit card or direct debit account at any time we debit the account. You must pay dishonour fees and any other charges, expenses or losses resulting from our attempting unsuccessfully to debit the credit card or direct debit account unless the failure was due to a clear error on our part. Direct Debit and Credit rejections incur a \$10.00 inc GST charge.
- 4.13 If you require us to send to you a printed copy of an invoice, this may be subject to an administration fee of \$10.00 inc GST per request. All administration, registration and set-up fees are non-refundable.
- 4.14 We reserve the right to charge a late payment fee of \$10.00 when your account remains outstanding/in arrears exceeding 30 days past the due date of the invoice, which is 14 days from the date of invoice.
- 4.15 We reserve the right to suspend the services if your account remains in arrears over 30 days overdue and you have not undertaken a payment plan under our Financial Hardship Policy or contacted us regarding your circumstances.

## **Invoicing and Billing**

- 5.1 We shall invoice the customer monthly or at different intervals at our discretion, showing particulars of fees and charges.
- 5.2 We shall bill the customer in advance for installation, equipment, maintenance and access charges and for usage or data consumption in arrears.
- 5.3 We may apply the whole or any part of money paid in advance by the customer towards payment of any service rendered to the customer that remains not invoiced or unpaid.

## **Home Connect Broadband Services**

- 6.1 This clause applies to Customers of our Home Connect Broadband Service.
- 6.2 We shall provide you with our Home Connect Broadband Service at your request.
- 6.3 You must provide your own computer and other personal devices for use of the service and any required power supply.
- 6.4 You agree not to connect any equipment other than the equipment authorized by us.
- 6.5 You warrant that you have absolute legal rights to the use of the Home Connect service at your premises to access our Home Connect Broadband Service.
- 6.6 You agree that you will be liable for any cancellation fee in the event that the legal lessee terminates the Home Connect Broadband and as a consequence causes you to terminate the use of our Home Connect Broadband service if the contract stipulates a 24 month term;
- 6.7 You acknowledge that installation of our Home Connect Broadband Service may cause a minor disruption to you or the legal lessee's standard telephone service during the installation;
- 6.8 You acknowledge that certain incompatible products may not be available to you.
- 6.9 You must pay the monthly fee pricing plan which you nominate from the date on which we commence supplying the Home Connect Broadband Service to you.
- 6.10 When you cancel the Home Connect Broadband Service prior to connection, you will be charged a nominal cancellation fee. If you cancel the service after installation, normal cancellation fees apply.
- 6.11 You are able to change the Home Connect Broadband service we provide to you at any time with 30 days' notice.
- 6.12 You must provide a suitable place/environment and conditions for the fibre transmission hardware. You must provide electricity and connection points for the broadband transmission facilities and equipment at your own expense.
- 6.13 If you ask us to change the supply of our Home Connect Broadband Service to another address, we cannot guarantee that we will be able to provide the Service at the new address. Additional charges may apply for installing the Service at the new address and you agree that we shall not be liable for any delay you may experience as a result of the relocation.
- 6.14 If you want us to provide the Home Connect Broadband Service at an additional premises, you will have to sign a separate agreement with us.

## **Equipment**

- 7.1 Except where specifically noted and where expressly specified, all equipment is provided with a twelve (12) month warranty period.
- 7.2 If the equipment we provide you fails to operate for any reason within the warranty period, we will repair, refurbish or replace part or the entire piece of equipment at our discretion. Replacement parts and entire pieces of equipment may be new or refurbished items. If we provide a replacement part or entire piece of equipment to you, you must return the replaced part or entire piece of equipment to us. Our decision to repair, refurbish or replace the equipment is final.
- 7.3 We will only service and warrant the equipment during the warranty period as set out in this clause if:

- 7.3.1 We have supplied the equipment to you (including the supply of a new or refurbished piece of equipment under the service and warranty terms in this clause);
- 7.3.2 You have maintained the equipment in accordance with the instructions we provide and you have not modified the equipment in any way; and
- 7.3.3 The equipment has only been used with our network.
- 7.4 If this Agreement is terminated for any reason before the end of the warranty Period, our warranty service shall cease forthwith.
- 7.5 The service and maintenance terms in this clause will not apply if the Equipment is faulty as a result of:
- 7.5.1 Any abuse, misuse, neglect, mishandling or misapplication, accident, improper maintenance or service; unusual hazards (including, but not limited to, exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference or incorrect power voltage);
- 7.5.2 Electrical supply problems or failure to provide a suitable environment for the Equipment; or
- 7.5.3 Any natural disaster (including but not limited to floods, lightning and fire), acts of terrorism or any other cause beyond our reasonable control.
- 7.6 The service and maintenance we provide is also subject to the supply of suitable parts, components, materials and labour being available.
- 7.7 Our obligation to service and maintain your equipment under this clause is not transferable to any party to whom you transfer or sell the equipment.
- 7.8 The services offered under this clause are in addition to any other non-excludable rights you may have at law, including rights created under the Trade Practices Act pursuant to non-excludable conditions or warranties. All other terms not expressly included in this promise to maintain are excluded.
- 7.9 We will only provide services under this clause if we receive notice of the equipment fault within the maintenance period.
- 7.10 If the Customer uses his own equipment to receive our supply of services, he must ensure that the equipment has all necessary regulatory approvals, is not prohibited by the Australian Communications Authority (ACA), complies with all applicable regulatory standards and is capable of operating with the Service. If there are faults with the equipment, causing interference with the services, we may require the customer to stop using the equipment until the problem is corrected.
- 7.11 If we provide any equipment to the customer other than by sale, then:
- 7.11.1 The equipment remains our property;
- 7.11.2 The Customer shall ensure that it has all necessary consents and approvals (including landlord approval where applicable) for us to deliver, install and maintain the equipment at the customer premises;
- 7.11.3 The Customer shall not part with possession of the equipment to any third party except to us at the termination of the service;
- 7.11.4 The Customer shall use the equipment at his own risk at his premises;
- 7.11.5 We may, at any time, and from time to time change, modify or service the equipment;
- 7.11.6 The Customer shall ensure that we have access to the equipment during normal business hours or at such other times as the parties shall agree. This right of access does not end until the equipment is returned to us;
- 7.11.7 The Customer shall ensure that the equipment will not be altered, repaired, serviced or moved, except by service personnel approved by us; and
- 7.11.8 The Customer shall provide a suitable environment at the customer premises for the storage and operation of the equipment. This will include ensuring that an adequate power supply for the operation of the equipment used is available.

#### **Transferring Accounts**

- 8.1 If the Customer wishes to transfer their account from any third party provider of services to us, the Customer must:
- 8.1.1 Notify the other provider to transfer the services to us;
- 8.1.2 Give us an authority to advise the customer's other service suppliers that the services are to be provided by us in place of the other supplier and to sign on the customer's behalf and in the customer's name forms of authority to the customer's other supplier to transfer the provision of the services to us;
- 8.1.3 Pay to the other supplier all amounts owing for the transferred services including alteration of charges which the other supplier may demand up to the time of transfer of those accounts;
- 8.1.4 If we pay or credit any amount to the other supplier for the transfer, the Customer shall reimburse us for that amount; and
- 8.1.5 If the other supplier credits us with any amount concerning the transferred services, we shall credit that amount to the customer.
- 8.2 If the Customer requests us to transfer services provided to the Customer to another supplier, the Customer must pay us his account for services up to the time of the transfer before we can proceed with the transfer.
- 8.3 The customer agrees that we may at our discretion pay commission to any third party who introduces the Customer to us.

#### **Indemnity**

- 9.1 The client releases and indemnifies Alpha, its servants and agents against any loss, damage, costs, claims and expenses which Alpha may incur arising out of:
- 9.2 The use of the Customer Data by Alpha for the purposes of serving it to Internet users;
- 9.3 Any of the Customer's warranties or covenants under this Agreement being, or becoming false, misleading or deceptive;
- 9.4 Any loss, damage, injury, claim or expense incurred by any user as a result of any user relying on any fact, statement or opinion in the Customer Data (whether negligent or otherwise);
- 9.5 Any offense taken by any person to any fact, statement or opinion in the Customer Data;
- 9.6 A breach of the Service Agreement by the Customer or any other person, for whose acts or omissions the Customer is vicariously liable; or
- 9.7 The installation, maintenance or removal of any equipment or the provision of any service to your premises.

#### **Implied Terms**

- 10.1 Subject to the implied terms set out in the following Clause 17.2, any condition or warranty, which would otherwise be implied in these Terms and Conditions, is hereby excluded.
- 10.2 Where legislation implies in these Terms and Conditions any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application or exercise of, or liability under, such condition or warranty, the condition or warranty shall be deemed to be included in these Terms and Conditions. However, any breach of such condition or warranty shall be limited, at our option, to one or more of the following:
- 10.2.1 If the breach relates to goods:
- 10.2.1.1 The replacement of the goods or the supply of equivalent goods;
- 10.2.1.2 The repair of such goods;
- 10.2.1.3 The payment of the cost of replacing the goods or of acquiring equivalent goods; or
- 10.2.1.4 The payment of the cost of having the goods repaired;



10.2.2 If the breach relates to services:

10.2.2.1 The supplying of the services again; or

10.2.2.2 The payment of the cost of having the services supplied again.

#### **Liability of Alpha Australia**

11.1 We indemnify the Customer against loss, damage, costs, claims and expenses which the Customer may incur arising out of any breach by us of our warranties under this Agreement up to the total of the connection fees paid by the Customer.

11.2 Except in relation to liability for personal injury, we shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which the Customer may suffer in the use of our services or equipment.

#### **Termination**

12.1 We may immediately terminate this Agreement or any part of it without prior notice to the customer if:

12.2 The Customer fails to pay his account after being provided with 14-day notice in which to rectify this breach;

12.2.1 The Customer breaches a term of this Agreement other than an obligation to make payment by the due date and fails to correct that breach within 14 days of written notice to do so;

12.2.2 The Customer fails to comply with any license, permit or authorization relating to the connection of equipment to the service access line or the use of the service;

12.2.3 A service access line has been disconnected by anyone other than us;

12.2.4 We become aware of fraud or misuse of the services; or

12.2.5 The Customer becomes bankrupt or a receiver or a liquidator or provisional liquidator or an administrator is appointed to customer or customer enters into an arrangement with its creditors.

12.3 After the expiration of the minimum period, either party may terminate this Agreement by serving a 30-day or one billing period written notice on the other party effective upon the date when the written notice is delivered to the registered office of that other party, or upon such later date as specified in that notice.

12.4 Notwithstanding termination, the customer remains liable for all charges payable under the agreement in respect of services up to the time of termination.

12.5 Termination of this Agreement is without prejudice to the rights of each party against the other accrued up until the date of termination.

12.6 If the customer terminates this agreement during the minimum period, the Customer shall pay to us the early termination charge of \$300.

12.7 The Home Connect service is provided to the client as per the agreement, however this may be cancelled before the minimum period (24 months) without penalty to the client if the client has nominated a 'no lock-in contract' agreement, providing a minimum of thirty (30) days' notice from the date the cancellation is required.

12.8 The customer may immediately terminate this agreement or any part of this agreement if:

12.9 We fail to comply with any license, permit or authorization relating to the provision of the service access line or the use of the Service;

12.10 We commit a material breach of a term of this agreement and fail to correct that breach within 14 days of written notice from the customer; or

12.11 We go into liquidation, voluntary or otherwise.

#### **Assignment**

13.1 You may not transfer, in whole or in part, the right to use our services or any other rights in this Agreement to anyone without our prior written consent

13.2 We have the right to transfer to any person or corporation our rights, titles in our property, goodwill, leases, agreements, contracts and licenses without having to notify any Customer.

#### **Law**

14.1 This agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia, and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

#### **Waiver**

15.1 No forbearance, delay or indulgence by a party in enforcing any of the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach by the other.

#### **Serviceability**

16.1 If any provision of this Agreement is invalid, that provision shall be deemed severed from the Agreement; and its severance shall not affect the validity of the Agreement as a whole.

#### **Force Majeure**

17.1 No party is liable for any failure to perform and/or delay in performing its obligations under this Agreement, if the failure or delay is due to anything beyond that party's reasonable control. If that failure or delay exceeds sixty (60) days either party may terminate this Agreement with immediate effect by giving notice to the other party. This clause does not apply to any obligation to pay money.

17.2 We shall not be liable for any failure to perform, or for any delay in performing any of our obligations under this agreement where such failure or delay is occasioned by strike or other industrial action; shortage of labour; failure or delays by other suppliers or contractors; legislative, governmental or other prohibitions or restrictions; fire, flood, war or other causes whatsoever beyond our control.

#### **Dispute Resolution**

18.1 Any dispute or difference arising in connection with this agreement shall be submitted to arbitration in accordance with, and subject to, the Rules for the Conduct of Commercial Arbitration's of the Institute of Arbitrators, Australia. During such arbitration, a duly qualified legal practitioner may represent both parties.

#### **Changes to the Terms & Conditions**

19.1 We can change these Terms and Conditions at any time by adding, varying or withdrawing services including variations to pricing, composition or operation.

19.2 It will be sufficient that we notify you only of the fact that these Terms and Conditions have been changed and that we post a revised copy of these Terms and Conditions on the Alpha website.

19.3 We may notify you of changes to these Terms & Conditions either by email to your email address, mail to your billing address, by fax or by general notice on the Alpha website. When we elect to provide notices to you by email, you will be deemed to have received the email notification, in the absence of any evidence received by us to the contrary. It is your responsibility to read email alerts and check our website.

19.4 If we change these Terms and Conditions in a manner which we reasonably consider would cause detriment to you we will notify you of the change at least 30 days in advance. Our assessment of whether a change would cause detriment to you will include consideration of your usage patterns over the three (3) months immediately preceding the change. If we reasonably consider that a change causes detriment to you and notify you of the change, but you do not accept the change, you may terminate this agreement, but you must notify us of such termination within 14 days of our notice. If you notify us that you wish to terminate, the termination will take effect from the date the change to these Terms and Conditions comes into effect, as specified in our notice. Notwithstanding that you may send us notice of termination under this clause, if you continue use of our service beyond the date of the change, you will be charged for such use. Your continued use of our services beyond the date of the change will be deemed acceptance of the changes.

#### **Entirety of Agreement**

20.1 This Agreement contains the entire agreement between the parties and its provisions supersedes any representations, promises or undertakings that might have been given by either party previously.

#### **Annexure B – Acceptable Use Policy**

1.1 This is Alpha's Acceptable Use Policy, which forms part of our Terms and Conditions (the definitions in respect of the terms used in this Policy are contained in our Terms and Conditions).

1.2 This policy is intended to ensure that the Customer's use of our service is trouble-free and that the Customer has due regard to the law and the rights and needs of other users

1.3 In the use of our Services, the Customer shall comply with:

1.3.1 All our directions and requirements in the use of the Services; and

1.3.2 Any requirements or regulations of any government or telecommunication authorities regarding use of our services including the regulations of any providers whose resources we use in providing our services to the customer.

#### **Customer Responsibilities**

2.1 The Customer is responsible for use of the Customer's account.

2.2 If the Customer permits others to use our service, the Customer is responsible for making those users of our service aware of this policy and obtaining their compliance with this policy.

2.3 The Customer is responsible for complying with all conditions of use of other networks accessed by The Customer.

2.4 If we provide the Customer with access to a network outside our service, the Customer must comply with any acceptable use conditions which apply to that network.

2.5 The Customer acknowledge that any material that the Customer makes available online using our services is their own responsibility and that we accept no liability for any such material.

2.6 The Customer must use our Service and Services in a manner which does not violate any applicable laws or regulations.

2.7 The Customer must respect the conventions of the newsgroups, lists and networks that the Customer uses.

2.8 The Customer must respect the legal protection afforded by copyright, trademarks, license rights and other laws to materials accessible via our service.

2.9 The Customer must respect the privacy of others.

2.10 The Customer must use our service in a manner which does not interfere with or disrupt other network users, services or equipment.

2.11 The Customer must refrain from acts that waste resources or prevent other users from receiving the full benefit of our services.

2.12 The Customer's use of our services should be ethical and in accordance with accepted community standards.

2.13 Specific kinds of use are not allowed. They include but are not limited to the following:

2.14.1 The Customer must comply with the Law. It is not acceptable to use our service for any purpose which violates local, State, Federal or international laws;

2.14.2 The Customer must not reproduce, distribute, transmit, publish, copy, transfer or commercially exploit any information or material of any kind (including but not limited to information or material accessed through or received from our services) that infringes any copyright, patent, trade mark, design or other intellectual property right or, in our reasonable opinion, is likely to mislead or deceive any person accessing the relevant information or material;

2.15 The Customer must not illegally store, use or distribute software;

2.16 The Customer must not transmit threatening, obscene or offensive materials;

2.17 The Customer must not engage in electronic 'stalking' or other forms of harassment such as using abusive or aggressive language;

2.18 The Customer must not misrepresent or defame others;

2.19 The Customer must not commit fraud;

2.20 The Customer must not gain unauthorized access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet;

2.21 The Customer must not damage, modify or destroy the files, data, passwords, devices or resources of Alpha, other users or third parties;

2.22 The Customer must not engage in misleading or deceptive on-line marketing practices;

2.23 The Customer must not conduct any business or activity or solicit the performance of any activity that is prohibited by law; and

2.24 The Customer must not make an unauthorized transmission of confidential information or material protected by trade secrets.

2.25 The Customer must not attempt to do any of these things.

2.26 Disruption of the network is prohibited.

2.27 The Customer must not distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists.

2.28 The Customer must not send unsolicited commercial messages.

2.29 The Customer must not send unsolicited bulk commercial email, including the use of other non-consenting mail relay systems.

2.30 The Customer must not propagate computer worms, viruses and other types of malicious programs.

2.31 The Customer must not use our services to make available online any material that is illegal, including, but not limited to, material that is classified, or would be classified, as RC or X under the National Classification Code set out in Schedule 5 of the Classification (Publications, Films and Computer Games) Act 1995 (SA).

2.32 The Customer must not use our services to provide unrestricted access to material online that is unsuitable for minors.

2.33 The Customer must not make transmissions of any type or quantity which adversely affect our operation or jeopardize the use of our service, or its performance for other users.

2.34 The Customer must not harass or impersonate Alpha or other users.

2.35 The Customer must not solicit users to become members of other competitive services.

2.36 Resale of our services to others is strictly forbidden, except where explicitly allowed by an agreement with us.

#### **Misuse Of Services**

- 3.1 We may monitor the Customer's account to ensure that this Policy is being followed, but will respect the Customer's privacy.
- 3.2 If we monitor the conduct of the Customer's account we will safeguard the Customer's privacy unless to do so would involve us in concealment of a criminal offense or inhibit the enforcement of this policy.
- 3.3 We will make an effort to contact the Customer before taking action if we become concerned that the Customer's use of our service may break the law or that the Customer has not complied with this policy, unless to do so would involve us in concealment of a criminal offense or inhibit the enforcement of this policy.
- 3.4 In the event of a breach of the Acceptable Use Policy we may, at our discretion, terminate the Customer's account and/or notify the authorities.
- 3.5 If we believe that the Customer's use of our service may break the law or that the Customer has not complied with this policy we may:
  - 3.5.1 Warn the Customer by email;
  - 3.5.2 Suspend the Customer's access to the service;
  - 3.5.3 Terminate the Customer's account without notice;
  - 3.5.4 Notify and provide relevant information to the authorities, as appears appropriate in the circumstances.
- 4.1 In the event of taking action under this clause we reserve the right to delete any or all of the Customer's information, material, software or other content stored on our system at our sole discretion.
- 4.2 We will re-establish services if resolution is achieved and:
- 4.3 If the Customer does not repeat the breach of this policy;
- 4.4 If we do not regard an instance of conduct causing our intervention as dangerous or serious; and
- 4.5 If the cause of our intervention is addressed and resolved.

#### **Mutual Obligations Policy**

- 1.1 This is Alpha's Mutual Obligations Policy, which forms part of our Terms and Conditions (the definitions in respect of the terms used in this Policy are contained in our Terms and Conditions).
- 1.2 If you are a client of Alpha who requires services by us then we will provide these services on the terms and conditions set out in this agreement.
- 1.3 The terms and conditions contained in this Agreement are in addition to those specified in our Terms & Conditions.
- 2.1 Within 14 days of the date of the signed Service Agreement or some other period of time as specified in the Service Agreement and the payment of any specified deposits, Alpha will endeavor to ensure the necessary resources are available to the customer for the provision of the services selected by the customer.
- 2.2 We will provide the customer with:
  - 2.2.1 Internet connectivity as described in the signed Service Agreement;
  - 2.2.2 Gateway facilities as described in the signed Service Agreement;
  - 2.2.3 The server hosting facilities as described in the signed Service Agreement;
  - 2.2.4 IP addresses as described in the signed Service Agreement; and
  - 2.2.5 Any additional services which we are to supply as detailed in the Service Agreement.
- 2.3 In the case where the service involves a dedicated machine and a period of prolonged development, we may at our discretion provide interim facilities in an effort to accommodate the systems development life cycle.
- 2.4 In the case of services provided at Customer premises the Customer is required to supply suitable space, power and environmental control.
- 2.5 We will perform Scheduled Maintenance to the company's equipment from time to time as deemed necessary and will provide 48 hours notice of such maintenance work.
- 2.6 Unscheduled Basic Maintenance or Detailed Maintenance may need to be performed due to data corruption or equipment failure. In these cases we will send an email alert to the contact names listed on the Service Agreement, if any such unscheduled maintenance:
  - 2.6.1 Requires the Customer's service to be off-line for more than 5 minutes; or
  - 2.6.2 Affects the Customer's site;
- 2.7 We will nominate a manager to perform all Basic Maintenance and Detailed Maintenance. We may also perform Additional Maintenance tasks depending on the Service Agreement with the Customer.
- 2.8 The Customer must ensure that all files are accessible at the time of backup (ie, files are not locked or in use during backup).
- 2.9 Unless contrary to the details of the Service Agreement, Customers need to provide their own backup and restore mechanisms as this will not be performed by Alpha.
- 3.1 We do not warrant that:
  - 3.1.1 The services provided under this Agreement will be uninterrupted or error free;
  - 3.1.2 The services will meet the Customer's requirements, other than as expressly set out in the Service Agreement; or
  - 3.1.3 The services and systems provided under this Agreement will be free from external intruders (hackers) or other persons having access to the services or systems without our consent.
- 3.2 We do warrant that:
  - 3.2.1 The Alpha computer room is a secure area and accessed only by our authorized staff;
  - 3.2.2 All other visitors to secure areas will be accompanied by an authorized Alpha staff member;
  - 3.2.3 We may charge for the time of the accompanying staff member;
  - 3.2.4 We will undertake to deliver as near as possible to an error free uninterrupted service from our network operations centre;
  - 3.2.5 We will proactively attend to known issues of security and performance in accordance with best practices;
  - 3.2.6 Packet loss rates from the Server Hosting Option selected by the Customer to the Border Router will be under 1% for 99% of the time; and
  - 3.2.7 Under normal conditions, Network Latency from the Server Hosting Option selected by the Customer to the Border Router will be less than 10ms.
- 4.1 The Customer acknowledges that:
- 4.2 We are not responsible for any loss, injury, claim or expense incurred by any user as a result of any user relying on any fact, statement or opinion in the Customer Data (whether negligent or otherwise);
- 4.3 The Customer shall solely be responsible for the safety of his own property and shall take out appropriate insurance policies to cover damage and loss to his property during the use of our services.



- 4.4 We are not responsible for ensuring that the Customer's data or content, installed on our equipment under this Agreement, is covered by the appropriate insurance policies.
- 4.5 We are not responsible for ensuring that the Customer's servers and any other hardware and devices, installed on Alpha's premises under this Agreement, are covered by the appropriate insurance policies;
- 4.6 We may remove, amend, or alter the Customer Data upon being made aware of a Court order, judgment, decree, determination or otherwise being made by a Court, tribunal or other competent body that the Customer Data is illegal, offensive, objectionable or in breach of a third party's rights;
- 4.7 We will remove, amend, or alter the Customer Data if directed to do so by the ABA pursuant to a take-down notice in accordance with its obligations under the Broadcasting Services Amendment (Online Services) Act 1999 (as amended).
- 4.8 We may remove Customer Data from the Customer's site if an outside party or outside device disrupts or attempts to disrupt the service provided by Alpha. The Customer acknowledges that they have no recourse against Alpha if this occurs; and
- 4.9 The Customer is solely responsible for dealing with persons who access the Customer Data, and must not refer complaints or inquiries in relation to the Customer Data to Alpha.
- 5.0 The Customer warrants that:
- 5.1 It holds, and will continue to hold, the copyright in the Customer Data or that it is, and will remain, otherwise entitled or licensed to use the Customer Data;
- 5.2 The Customer holds and will continue to hold, appropriate licenses for all proprietary software that it may use in delivering its services and such use does not infringe any third party intellectual property rights.;
- 5.3 The Customer Data is not knowingly and will not knowingly be, actionable for any breach of copyright, passing off, defamation, breach of confidence, interference with privacy or any contravention of any other law or private right whatsoever;
- 5.4 They are responsible for payment of all royalties and other fees associated with the use of such third party materials;
- 5.5 In respect of Customer Data used in connection with advertising, the Customer has, and will continue to materially comply with, all relevant laws with respect to the use of said Customer Data in connection with said advertising;
- 5.6 The Customer is solely responsible for dealing with persons who access the Customer Data, and must not refer complaints or enquiries in relation to the Customer Data to Alpha; and
- 5.7 In retaining Alpha to provide services under this Agreement, the Customer has not relied on and shall not rely on any representation made by Alpha which has not been stated expressly in this Agreement.
- 6.1 On termination or expiry of this Agreement for any reason, Alpha must delete all Customer Data from any Alpha online storage media.
- 6.2 On termination or expiry of this Agreement, any Customer Data which is stored on Alpha backup media will "age" out over the period of the normal rotation.
- 6.3 Data held on backup media can be specifically deleted, however the customer will bear the total costs of staff time and resources required to achieve this. A deposit for this service would be required in advance. As a guideline only, the time to achieve this could be in the order of one hundred hours and would be charged at the service rate applicable at that time.

## Privacy Policy

This is Alpha Dot Net's Privacy Policy, which forms part of our Terms and Conditions (the definitions in respect of the terms used in this Policy are contained in our Terms and Conditions). This sets out how we manage your personal information and other information. This privacy policy is in line with The Telecommunications (Interception and Access) Amendment (Data Retention) Act 2015 (Cth) (Data Retention Act) Alpha Dot Net is obligated to comply with, which can be found in the 'Compliance' section of our site.

When we refer to your information, we are referring to both your personal information, as defined under the Privacy Act 1988 (Cth), and any customer information protected by Part 13 of the Telecommunications Act 1997 (Cth).

### 1 Gathering of Personal Data

- 1.1 From time to time you may give us personal information, required to provide a service. If you do not give us this information we may not be able to provide you with services.
- 1.2 We may, at our discretion, retain and access any data or information concerning your use of the services.
- 1.3 Information we collect about you includes, but is not limited to; name, date of birth, contact details (including address, email address, phone number or mobile telephone number), your company name (where relevant), your ABN (where relevant), username and password and information about how you use our products and services.
- 1.4 Whilst we undertake all reasonable steps to protect your personal information, sending and receiving information is always at your own risk.

### 2 Use of Personal Data

- 2.1 We will treat your personal information in a manner that meets the requirements of the Privacy Act 1993.
- 2.2 We will use your personal information to:
- 2.2.1 Verify your identity;
- 2.2.2 To provide products and services to you.
- 2.2.3 To provide you with information about those products and services.
- 2.2.4 To assist you with enquiries or purchases & to enhance your experience of our products and services.
- 2.2.5 To provide you with better customer service.
- 2.2.6 Administer and manage those services including charging, billing and instigating debt collection;
- 2.2.7 Conduct appropriate checks for credit worthiness and for fraud.

### 3 When We Disclose Your Information

- 3.1 We may disclose your information to third parties who provide services to us, including organizations and contractors that assist us with the purposes for which we use your information. These services include:
- 3.1.1 Customer enquiries and support services.
- 3.1.2 Installation, maintenance and repair services.
- 3.1.3 Mailing operations, billing and debt-recovery functions.
- 3.1.4 Information technology and network services.
- 3.1.5 To promote and market products, services and special offers that we think will be of interest to you.
- 3.2 We may also disclose your information:

3.2.1 To your authorized representatives or advisers, or when you ask us to do so.

3.2.2 To credit-reporting bodies and fraud-checking agencies, and to credit providers for credit related purposes such as credit rating, default listing, credit provision and financing.

3.2.3 To the manager of the Integrated Public Number Database, and other organizations as required or authorized by law.

3.2.4 To law enforcement agencies by request as required by The Telecommunications (Interception and Access) Amendment (Data Retention) Act 2015 (Cth) (Data Retention Act).

#### **4 Request For Information**

4.1 If you wish to make a request for personal information under the Privacy Act 1993 please send an email to [support@alpha.net.au](mailto:support@alpha.net.au) or a written request to Suite 303, 64-76 Kippax Street, Surry Hills NSW 2010.

4.2 Please specify the information that you require and we will advise you of the consideration of the request and provide you with a date that you will receive a response and any costs associated with preparing the information.

4.3 We try to ensure that any personal details are always correct and up-to-date, and will amend any inaccuracies or changes to details on request.

4.4 For more information on our obligations visit the Australian Privacy Commissioner's website at <http://www.privacy.gov.au>.

4.5 Should you have any questions or complaints about privacy issues, please contact us at [support@alpha.net.au](mailto:support@alpha.net.au), or phone us on 02 9211 7782.

Alternatively, please use the [Contact Us](#) form on our website for further information or to make an enquiry about how we manage your information.

#### **5 How We Hold Your Information**

5.0 We may store your information in hard copy or electronic format, in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers.

5.1 We take the privacy and security of your information seriously and we are committed to maintaining the security of your information under our control.

5.2 We use a combination of technical solutions, security controls and internal processes to help us protect your information and our network from unauthorized access and disclosure.

#### **6 How We Protect Your Information**

6.1 We have processes to actively monitor our network for possible security threats and security event and information management systems to detect, analyze, and respond to identified incidents.

6.2 We protect your information by using encrypted backups.

6.3 We use 2 factor authentication to access information on our cloud backup.

6.4 We take appropriate organizational security measures to ensure only the information required to provide or assist with a service or enquiry is accessed.

6.5 All passwords are encrypted and therefore cannot be accessed for your online safety and privacy.

6.6 We use an SSL certificate to encrypt and secure information and data you leave on our website or supply to us through our website.

#### **7 Making A Complaint Relating To Your Privacy Rights**

7.1 You may use these any of the contact details provided on the '[Contact Us](#)' page to notify us of any privacy complaint you have against us, including if you think that we have failed to comply with the Australian Privacy Principles (APP) or any binding APP code that has been registered under the Privacy Act.

7.2 We are committed to acknowledging your complaint in a prompt manner and will give you an estimated time frame for when we will respond to your complaint.

7.3 Your complaint will be handled in a timely manner, and escalated as required.

7.4 For how we handle your complaint internally, please refer to the '[Compliance](#)' section of our site and review the Complaints Handling Policy.

7.5 If you would like to make a formal complaint regarding the handling of your information, the Office of the Australian Information Commissioner (OAIC) can investigate privacy complaints from individuals and private sector organizations covered by the Privacy Act 1988 (Privacy Act).

7.6 Before you can lodge a complaint with the OAIC, you will need to make your complaint directly to the Alpha Dot Net and allow 30 days for a response.

7.7 If you do not receive a response within 30 days, or you are dissatisfied with the response, you may then complain to the OAIC.

7.8 You can lodge a formal complaint relating to how your private information is handled by clicking on the below link:

[Lodge A Formal Complaint](#)

#### **8 Privacy Policy & Data Retention**

8.1 Alpha Dot Net is required to comply with The Telecommunications (Interception and Access) Amendment (Data Retention) Act 2015 (Cth) (Data Retention Act).

8.2 To comply with the above act, certain data has to be kept and maintained for a minimum period as required by law.

8.3 For more information on the types of information, sessions and communications we store for The Telecommunications (Interception and Access) Amendment (Data Retention) Act 2015 (Cth) (Data Retention Act) please review the [Data Retention Policy in Compliance](#).